

Konrad K. Gatien (Bar No. 221770)
E-Mail: kgatien@kmwlaw.com
Samuel L. Alberstadt (Bar No. 186402)
E-Mail: salberstadt@kmwlaw.com
Christopher T. Varas (Bar No. 257080)
E-Mail: cvaras@kmwlaw.com
KEATS McFARLAND & WILSON LLP
9720 Wilshire Boulevard
Beverly Hills, California 90212
Telephone: (310) 248-3830
Facsimile: (310) 860-0363

Attorneys for Plaintiff
MAD DOGG ATHLETICS, INC.

Neal S. Cohen (admitted pro hac vice)
E-Mail: Neal.Cohen@hro.com
HOLME ROBERTS & OWEN, LLP
1801 13th Street, Ste. 300
Boulder, Colorado 80302
Telephone: (303) 444-5955
Facsimile: (303) 866-0200

Attorneys for Defendants HART
WOOD, INC. and VICTOR J. HART

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MAD DOGG ATHLETICS, INC. d/b/a
PEAK PILATES, a California
corporation,

Plaintiff,

v.

HART WOOD, INC. d/b/a ROOT
MANUFACTURING, a Colorado
corporation, and VICTOR J. HART, an
individual,

Defendants.

Case No. CV 09-07027 GAF (FMOx)

STIPULATED PROTECTIVE ORDER

(NOTE CHANGES MADE BY THE
COURT)

1
2 Counsel for plaintiff, MAD DOGG ATHLETICS, INC. d/b/a PEAK
3 PILATES (“Plaintiff”), and defendants HART WOOD, INC. d/b/a ROOT
4 MANUFACTURING and VICTOR J. HART (collectively “Defendants”),
5 (Plaintiff and Defendants are hereinafter collectively referred to as “the Parties”)
6 have requested entry of an order under Rule 26 of the Federal Rules of Civil
7 Procedure (“Federal Rules”) to protect confidential information during discovery
8 and trial. The court has determined that it is appropriate to enter such an Order for
9 that purpose. It is therefore ORDERED as follows:

10 INTRODUCTION

11 The Parties have read the Court’s “Standing Order Re: Protective Orders and
12 Treatment of Confidential Information.” (“the Standing Order”) Because this is a
13 trade secret case, the Parties have taken particular note of Section I.B of the
14 Standing Order and the reference to California Civil Code § 3426.1, which defines
15 the term “trade secrets.”

16 The Parties recognize the significance of using confidential information at a
17 public trial, as the Court emphasizes in Section I.E of the Standing Order. The
18 parties will address this issue among themselves at the Meeting of Counsel Before
19 Final Pretrial Conference pursuant to Local Rule 16-2. To the extent practicable,
20 and in keeping with Fed. R. Civ. P. 1, the Parties will minimize the use of
21 information designated confidential pursuant to this Order. The Parties will also
22 address this issue with the Court at the Final Pretrial Conference, and they will be
23 prepared to show good cause to maintain confidentiality while at the same time
24 considering the need for speed and efficiency.

25 1. *Applicability.* The confidentiality provisions of this Order shall apply
26 to all deposition transcripts, productions of documents, answers to interrogatories,
27 responses to requests for admission, and all other discovery taken pursuant to the
28

1 Federal Rules, as well as testimony adduced at trial, matters in evidence, and any
 2 other information that a disclosing party may designate as Confidential
 3 Information or Confidential – Attorneys’ Eyes Only in connection with this action.

4 2. *Third parties.* The terms “disclosing party” and “producing party”
 5 encompass not only the Parties to this action but also third parties who may
 6 disclose or produce information, *e.g.*, in response to a document or deposition
 7 subpoena, or both.

8 9 **LIMITATIONS ON ACCESS**

10 3. Any party to this action, and any non-party from whom discovery is
 11 sought in connection with this action, may designate as CONFIDENTIAL
 12 INFORMATION or CONFIDENTIAL – ATTORNEYS’ EYES ONLY
 13 (cumulatively, “Covered Information”) any documents, things, interrogatory
 14 answers, responses to requests for admission, trial or deposition testimony, or other
 15 material that contains CONFIDENTIAL INFORMATION or CONFIDENTIAL –
 16 ATTORNEYS’ EYES ONLY as set forth below. Information so designated shall
 17 include all copies, excerpts, summaries, indices, or abstracts of such information,
 18 regardless of the manner disclosed, including designated information disclosed
 19 during a deposition, in a document, in an interrogatory answer, by production of
 20 tangible evidence, during a hearing or trial, in responses to requests for admission
 21 or otherwise disclosed in connection with this action.

22 4. As used in this Stipulated Protective Order, the term
 23 CONFIDENTIAL INFORMATION means material or information not generally
 24 known to the public that the producing or disclosing party in good faith believes to
 25 incorporate know-how or trade secrets as that term is defined in Cal. Civ. Code
 26 §3426.1, sensitive business or commercial information, proprietary data, private or
 27

1 personal information, or information the disclosure of which could harm a party's
2 competitive position, including any confidential information which is alleged to
3 have been misappropriated, regardless of the form of such CONFIDENTIAL
4 INFORMATION including, but not limited to, a written, printed, graphic, oral,
5 electronic, or audiovisual embodiment.

6 5. As used in this Stipulated Protective Order, CONFIDENTIAL –
7 ATTORNEYS' EYES ONLY information means CONFIDENTIAL
8 INFORMATION that is competitively sensitive to the producing party or
9 significantly useful to the receiving party, including, but not limited to, trade
10 secrets as that term is defined in Cal. Civ. Code §3426.1, proprietary pricing
11 information, proprietary marketing information, proprietary customer lists
12 (including past, current and prospective customers), proprietary financial and
13 accounting information, or proprietary licensing or contractual information, which
14 are not alleged to have been misappropriated

15 6. Until and unless the Court rules otherwise, documents, things,
16 material and information marked or otherwise designated as CONFIDENTIAL
17 INFORMATION or CONFIDENTIAL – ATTORNEYS' EYES ONLY
18 information shall be maintained in confidence by the person to whom such
19 material is produced. The person to whom such information is disclosed shall use
20 his or her best efforts to ensure that the information is kept confidential and not
21 disclosed to any other person. In addition, he or she shall not disclose such
22 information to any person except as described in paragraphs 7-9.

23 7. CONFIDENTIAL INFORMATION shall not be disclosed to any
24 person except as identified in the following paragraphs 7(a)-7(g):

25 a. officers, directors, managers and/or employees of a party who
26 have a need to know the information in connection with this lawsuit;

b. Plaintiff's principal, John R. Baudhuin, Plaintiff's President and former owner Julie Lobdell, and Defendants' principals, Victor J. Hart and Terry Hart;

c. counsel of record for the respective parties, and the secretarial, clerical, litigation support, and paralegal personnel employed or retained by such counsel;

d. outside consultants/experts who are not officers, directors, employees, or shareholders of a party, who have been retained in connection with this action, pursuant to paragraph 11;

e. the Court and its employees (including court reporters, persons operating video equipment at depositions, translators, and any special master appointed by the Court) whose function requires them to have access to material designated as CONFIDENTIAL INFORMATION under this Stipulated Protective Order;

f. employees of third-party service bureaus involved solely in one or more aspects of organization, translation, copying, filing, coding, converting, storing, or retrieving data designing programs for handling data in connection with this litigation, including providing computerized litigation support pursuant to paragraph 12; and

g. any other person as to whom the parties must first agree.

8. CONFIDENTIAL – ATTORNEYS' EYES ONLY shall not be disclosed to any person except to those identified in paragraphs 7(c)-7(g).

9. [OMITTED]

\\

\\

\\

DEFINITIONS

10. “*Outside consultants/experts*” means persons who are not employed by the receiving party and who are retained by a party or its attorneys of record in this litigation for the purpose of assisting in preparation of this litigation for trial, such as accountants, statisticians, economists, technical consultants or other technical experts, who have signed a document in substantially the form of **Exhibit A** attached hereto.

11. “*Service bureau*” means a company that:

- (a) is independent of the Parties, but a company will not be deemed non-independent solely because it does business, regularly or sporadically, with a party;
- (b) is engaged by counsel of record to perform clerical-type services in connection with this litigation, *e.g.*, photocopying, imaging, computer data entry, and the like, or jury consultation services; and
- (c) has executed an undertaking to be bound by the provisions of this Order in substantially the form of **Exhibit A** attached hereto, including the specific undertaking to have its employees who have access to Covered Information sign a document in substantially the form of **Exhibit A** attached hereto agreeing not to use or disclose such information.

\\

\\

\\

\\

1 **DESIGNATION AND IDENTIFICATION OF INFORMATION**

2 12. *Labeling of documents.* Information being designated as Covered
3 Information that is in documentary or other tangible form shall be labeled by the
4 producing party, prior to its production, to reflect its designation as “Confidential
5 Information” or “Confidential – Attorneys’ Eyes Only,” as appropriate. If the
6 documents are produced in the form of electronic or magnetic media, the
7 producing source shall place a stamp, label or other clear designation on the disc or
8 tape containing the Covered Information. To the extent it is impracticable for the
9 producing party to label or otherwise identify such material or information, the
10 producing party shall inform the receiving party in writing that such thing, material
11 or information has been designated CONFIDENTIAL INFORMATION or
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.

13 13. *Designation of other disclosures.* Information being designated as
14 Covered Information that is not in documentary or other tangible form, or that
15 cannot conveniently be labeled, shall be designated and/or categorized by the
16 disclosing party in a writing provided to the receiving party at the time of
17 production.

18 14. *Preliminary designation of documents being inspected.* If a producing
19 party elects to produce documents and things for inspection, it need not label the
20 documents and things in advance of the initial inspection. For purposes of the
21 initial inspection, all documents within the produced files will be considered as
22 having been marked “Confidential – Attorneys’ Eyes Only.” Thereafter, on
23 selection of specified documents for copying by the inspecting party, the producing
24 party shall mark either the original documents or the copies of such documents as
25 may contain Covered Information with the appropriate confidentiality marking at
26 the time the copies are produced to the inspecting party.

1 15. *Designation not determinative.* Designation of documents or other
2 specified information as Covered Information by counsel, or receipt of documents
3 or information so designated, shall not be considered as determinative of whether
4 the contents of the documents or the information specified are entitled to be
5 deemed as such.

6 16. *Challenges to confidentiality designations.* A party shall not be
7 obligated to challenge the propriety of a designation of information as Covered
8 Information at the time made, and failure to do so shall not preclude a subsequent
9 challenge thereto. If any party to the action disagrees at any stage of the
10 proceedings with such a designation, that party shall provide to the producing party
11 written notice of its disagreement. For all such disputes, if any, the Parties shall
12 proceed pursuant to Local Rule 37. The burden of proving that the information has
13 been properly designated as Covered Information is on the party making such
14 designation.

15 17. *Designation of deposition testimony.* The following procedures shall
16 be followed if Covered Information of a producing party is discussed or disclosed
17 in a deposition:

- 18 (a) The producing party shall have the right to exclude from
19 attendance at the deposition, during such time as the Covered
20 Information is to be discussed or disclosed, any person other
21 than the deponent, the court reporter, and Qualified persons.
22 For the avoidance of doubt, the deponent must be a Qualified
23 person who has signed a document in substantially the form of
24 **Exhibit A** or **Exhibit B** attached hereto.
- 25 (b) The Covered Information shall be designated as “Confidential”
26 or “Confidential – Attorneys’ Eyes Only” at the request of
27
28

1 counsel for the producing party (or, if the producing party is not
2 a party to the action and is not represented at the deposition, at
3 the request of counsel for the party disclosing the information
4 or questioning the witness about it).

5 (c) If a request under subparagraph (b) is made on the record
6 during the deposition, the reporter shall indicate on the cover
7 page of the transcript that the transcript contains Covered
8 Information and additionally shall list the pages and line
9 numbers of the transcript on which the information in question
10 is contained. If the deposition is recorded on video, the
11 designation shall also be placed on the DVD, CD-ROM,
12 videocassette or other video recording container. Counsel
13 retaining personnel to make the video recording shall have the
14 responsibility for ensuring their compliance with this
15 subparagraph.

16 (d) Alternatively, a request under subparagraph (b) may be made in
17 writing within thirty (30) days after the requesting counsel
18 receives a copy of the transcript of the deposition. During this
19 30-day period, all deposition transcripts and the information
20 contained therein shall be deemed "Confidential – Attorneys'
21 Eyes Only." The request shall contain a list of the numbers of
22 the pages and lines of the transcript that are to be designated as
23 containing Covered Information, and specific designations for
24 each item or group of items on the list. The list shall be set
25 forth on one or more separate pieces of paper, the first one of
26 which shall bear the caption of the action and identifying
27

1 information about the deposition. The requesting counsel shall
2 insert the list before the cover page of the transcript and shall
3 mail or fax copies of the list to counsel for all Parties so that it
4 may be affixed to the face of the transcript and each copy
5 thereof.

6
7 **PROCEDURE FOR DISCLOSURE**

8 18. *Access to Covered Information.* Access to Covered Information
9 disclosed to a receiving party shall be limited to persons qualified under
10 paragraphs 7-9, except with the prior written agreement of the producing party.

11 19. *Disclosure Procedure.* The following procedure shall be followed for
12 any disclosure of information as to which prior notice to the producing party is
13 required:

- 14 (a) By facsimile transmission with confirmation by overnight mail,
15 counsel for the receiving party shall (i) notify counsel to the
16 producing party in writing of its intention to make such
17 disclosure ten (10) court days before the intended disclosure;
18 (ii) specify the identity and the current employment of the
19 individual(s) to whom the proposed disclosure will be made,
20 including a curriculum vitae of such person; (iii) identify the
21 particular information proposed to be disclosed; (iv) specify the
22 reasons why the proposed disclosure is believed to be
23 necessary; (v) provide to the producing party at the time of
24 notice under this paragraph, a document in substantially the
25 form of **Exhibit A** or **Exhibit B** attached hereto that has been
26 signed by the party to whom disclosure shall be made.

1 (b) If the producing party makes a written objection setting forth in
2 detail the grounds for such objection within the 10-day period
3 and the objection is not resolved between counsel within five
4 (5) court days thereafter, the party seeking disclosure shall not
5 disclose the information but shall have the right to bring the
6 dispute before the court for its resolution.

7 (c) If the dispute over the proposed disclosure is submitted to the
8 Court by motion, the party objecting to disclosure of the
9 information shall have the burden of persuasion.

10 20. *Disclosure in certain circumstances.* Nothing in this Order shall
11 preclude any party to the lawsuit or their attorneys from disclosing or using by the
12 disclosing party, in any manner or for any purpose, any information or documents
13 from the disclosing party's own files that the party itself has designated as Covered
14 Information.

15 21. *Restrictions on use.* Disclosure of information designated as Covered
16 Information shall be solely for the purposes of resolving this lawsuit between the
17 Parties; information so disclosed shall not be used for any other purpose. The
18 persons receiving the information in question are prohibited from disclosing it to
19 any other person except in conformance with this Order.

20 21 **OTHER PROVISIONS**

22 22. *Inadvertent Disclosure of Covered Information.* The inadvertent or
23 unintentional disclosure of failure to designate documents or material as
24 "Confidential" or "Confidential – Attorney's Eyes Only" shall not be deemed a
25 waiver in whole or in part of a producing party's claim of confidentiality, either as
26 to the specific information disclosed or as to any other information relating thereto.

1 Upon learning of an inadvertent or unintentional disclosure of Covered
2 Information, the producing party shall provide notice to the parties who have
3 received such Covered Information as to how the information should have been
4 designated and shall thereafter have ten (10) business days to make the appropriate
5 designation. During this ten-day period, the information may not be used in a
6 manner inconsistent with such notice. Upon receipt of properly re-designated
7 documents, counsel for the receiving party shall, within ten (10) business days,
8 either return to counsel for the producing party, at the producing party's expense,
9 all versions of that information that were not so designated or certify in writing that
10 all versions of that information including without limitation any physical or
11 electronic copies have been destroyed.

12 23. *Documents subject to the attorney-client privilege or work product*
13 *immunity.* To facilitate discovery, the Parties may make documents available for
14 inspection by counsel for the receiving party, and such documents may
15 inadvertently include documents subject to the attorney-client privilege, work
16 product immunity, or both. Neither the production for inspection of documents
17 and things by the producing party nor the inspection of such documents and things
18 by the receiving party shall constitute a waiver of the attorney-client privilege or
19 work product immunity. After inspection, the producing party may withhold
20 documents subject to the attorney-client privilege and work product immunity
21 provided proper identification is made on the producing party's list of such
22 documents, and the inspecting party shall not refer to or rely on the contents of
23 such inspected but withheld documents for any purpose, subject to further order of
24 the Court.

1 24. *Inadvertent production or disclosure of documents subject to the*
2 *attorney-client privilege and/or work product immunity.* Inadvertent production or
3 disclosure of documents or information subject to the attorney-client privilege,
4 work product immunity or both shall not constitute a waiver of, nor a prejudice to,
5 any claim that such documents or related material is privileged or protected by the
6 work product immunity, provided that the producing party notifies the receiving
7 party in writing promptly after discovery of such inadvertent production. Such
8 inadvertently produced documents and all copies thereof shall promptly be
9 returned to the producing party upon request. No use shall be made of such
10 documents during deposition or at trial, nor shall they be shown to anyone who has
11 not already been given access to them subsequent to the request to return them. If
12 the Parties are unable to reach agreement within ten (10) days of such notice, the
13 producing party may seek relief from the Court pursuant to the requirements of
14 Local Rule 37. The receiving party shall not disclose a document for which a
15 claim of privilege or immunity is made pursuant to this paragraph to any person,
16 other than those persons who had it in their possession prior to receipt of the notice
17 from the producing party, until the expiration of the 10-day period identified in this
18 paragraph or, if application is made to the Court, until disposition of that
19 application by the Court.

20 25. *Filing under seal.* The Parties shall follow the filing procedures set
21 forth in Local Rule 79.5, which provides:

22 Except when authorized by statute or federal rule, or the Judicial
23 Conference of the United States, no case or document shall be filed
24 under seal without prior approval by the Court. Where approval is
25 required, a written application and a proposed order shall be presented
26 to the judge along with the document submitted for filing under seal.

1 The proposed order shall address both the sealing of the application
2 and order itself, if appropriate. The original and judge's copy of the
3 document shall be sealed in separate envelopes with a copy of the title
4 page attached to the front of each envelope. Conformed copies need
5 not be placed in sealed envelopes. Where under-seal filings are
6 authorized by statute or rule, the authority therefore shall appear on
7 the title page of the proposed filing. Applications and Orders to Seal,
8 along with the material to be placed under seal, shall not be
9 electronically filed but shall be filed manually in the manner
10 prescribed by Local Rule 79-5. A Notice of Manual Filing shall also
11 be electronically filed identifying materials being manually filed.

12 In filing documents under seal with the Court, the Parties will also adhere to the
13 Court's instructions in Section I.D of the Standing Order.

14 26. *Use of information in court proceedings.* Any receiving party that
15 knows that it intends to present Covered Information of another party in oral form
16 at trial, or during any pre- or post-trial hearing, shall first notify the Court and the
17 producing party a reasonable amount of time in advance. Because of the policy
18 favoring public attendance at judicial proceedings, the Parties are strongly
19 encouraged to agree on procedures that will minimize the presentation of Covered
20 Information in open court. In appropriate circumstances such procedures might
21 include, *e.g.*, submission of written testimony under seal, presentation of
22 "declassified" summaries of confidential information, and the like. The Court does
23 not here determine which if any such procedures might be suitable in particular
24 situations. Absent a stipulation of all Parties, the fact that information has been
25 designated as Covered Information shall not be admissible during the trial of this
26 action, nor shall the jury be advised of such designation.

1 27. *Disposition of documents, etc., after final termination*

2 (a) Except as set forth below, within 60 days of final termination of
3 this action, the attorneys of record for each receiving party shall
4 return to each producing party or its attorneys of record, at the
5 expense of the producing party, all documents (and copies
6 thereof) and all materials (and any copies thereof) that have
7 been furnished to it by the producing party and that have been
8 identified as Covered Information pursuant to this Order. At
9 the option of the producing party, such documents received by
10 the receiving party may be destroyed in lieu of being returned
11 to the producing party. Counsel for each party must certify
12 compliance with this subparagraph within this 60-day period.

13 (b) Notwithstanding subparagraph (a), the attorneys of record for a
14 party may maintain a set of pleadings, briefs, and similar papers
15 filed with the Court, including all exhibits marked in discovery
16 or at trial. The above-described pleadings, briefs and similar
17 papers filed with the Court and exhibits marked in discovery or
18 at trial may be retained in confidence under the terms of this
19 Protective Order by the outside counsel for the party.

20 28. *No waiver of right or obligation to object to production.* Nothing
21 contained in this Order shall be construed as a waiver by any party of its right to
22 object to the subject matter of any request for production of documents in this
23 action, nor as a waiver by any other party of the first party's obligation to make
24 proper response to discovery requests. The entry of this Order shall not be
25 construed as an agreement by any party to produce any documents or to supply any
26 information and shall not constitute an admission that any such documents that

1 may exist are relevant or material in any way to the issues raised in the pending
2 action or admissible in such action, nor as a waiver of any privilege with respect
3 thereto.

4 29. *Third parties.* In the event that a party seeks discovery from a non-
5 party to this action, the non-party may invoke the terms of this Order in writing to
6 all Parties to the action with respect to any Covered Information to be provided to
7 the requesting party by the non-party by signing a document in substantially the
8 form of **Exhibit B** attached hereto. When serving subpoenas on non-parties that
9 potentially call for the disclosure of Covered Information, a copy of this order shall
10 be included, and the subpoena shall expressly incorporate by reference the terms of
11 this Order.

12 30. *Continuing jurisdiction.* This Order shall survive the final conclusion
13 of the action, and this Court retains jurisdiction of the Parties hereto, and of any
14 person who executes a copy of **Exhibit A** or **Exhibit B**, indefinitely as to any
15 dispute between any of them regarding improper use of information disclosed
16 pursuant to this Order.

17 31. *Requests for additional protection.* This Order shall be without
18 prejudice to the right of the Parties to request additional protection under Fed. R.
19 Civ. P. 26(c), for discovery requests made by any party. For all such requests, if
20 any, the parties shall proceed pursuant to Local Rule 37.

21 \\\

22 \\\

23 \\\

24 \\\

25 \\\

26 \\\

1 32. *Additional Parties.* The terms of this Order shall be binding on all
2 current and future parties to the litigation and their counsel. Within ten (10) days
3 of the entry of appearance by a new party to this litigation, Plaintiff's counsel shall
4 serve a copy of this Order on such new party's counsel, if any.

5
6 **IT IS SO ORDERED.**

7
8
9
10 DATED: 8/11/10

_____/s/_____
FERNANDO M. OLGUIN
UNITED STATES MAGISTRATE JUDGE

11
12
13
14 **AGREED TO:**

15
16 Dated: _____, 2010

By: _____
Konrad K. Gatien
Keats McFarland & Wilson LLP
Attorneys for Plaintiff
MAD DOGG ATHLETICS, INC.

17
18
19
20
21
22 Dated: _____, 2010

By: _____
Neal S. Cohen
Holme Roberts & Owen LLP
Attorneys for Defendants
HART WOOD, INC. d/b/a ROOT
MANUFACTURING, and
VICTOR J. HART

EXHIBIT A
UNDERTAKING PURSUANT TO AGREED
PROTECTIVE ORDER

1. I, the person named below, declare under penalty of perjury of the laws of the United States that the following information is true and correct.

a. Name:

b. Address:

c. Employer name and address:

d. Title:

e. Occupation or job description:

f. Past or present relationship to plaintiff or defendants, if any:

h. I am executing this undertaking on behalf of (check all that are applicable): ____ myself ____ my employer.

i. My employer __ is __ is not a service bureau (see paragraph 9 of the protective order (the "Protective Order") in this action.

2. I have received a copy of the agreed Protective Order in this action.

3. I have carefully read and understand the provisions of the Protective Order, which is a court order. I agree to be bound by it, and specifically agree I

1 will not use or disclose to anyone any of the contents of any Covered Information
2 received under the protection of the Protective Order in violation thereof.

3 4. I understand that I am to retain all copies of any of the materials that I
4 receive that have been designated as Covered Information in a container, cabinet,
5 drawer, room or other safe place in a manner consistent with the Protective Order
6 and that all copies are to remain in my custody until I have completed my assigned
7 or legal duties. I will return all confidential documents and things that come into
8 my possession, or that I have prepared relating to such documents and things, to
9 counsel for the party by whom I am retained. I acknowledge that such return or the
10 subsequent destruction of such materials shall not relieve me from any of the
11 continuing obligations imposed on me by the Protective Order.

12 5. If I am executing this undertaking on behalf of my employer as
13 indicated above, I agree on its behalf that it too will be bound by the provisions of
14 the Protective Order and that it too will abide by the requirements set out in
15 paragraphs 3 and 4 of this undertaking.

16 6. If my employer is a service bureau as indicated above, I further agree
17 on its behalf that it will instruct all its employees who have access to Covered
18 Information under the Protective Order about their duty to comply with the
19 requirements set out in paragraphs 3 and 4 of this undertaking.

20
21
22
23 Dated: _____
24 (Signature)

EXHIBIT B:
THIRD PARTY AGREEMENT TO PROTECTIVE ORDER

_____, as a non-party to *Mad Dogg Athletics, Inc. v. Hart Wood, Inc. d.b.a Root Mfg., et al.*, Case No. CV 09-7027- GAF (FMOx) (C.D. Cal.) (the “Civil Action”), has been asked to respond to discovery in that case pursuant to Federal Rules of Civil Procedure 26-37 and 45.

_____, considers certain information that is responsive to discovery to be confidential in nature and to fall under the description “Confidential” or “Confidential – Attorneys’ Eyes Only” as defined in the Protective Order entered in the Civil Action.

_____, therefore, agrees, to the terms and conditions of the Protective Order entered in the Civil Action to appropriately protect this information from improper disclosure.

Date: _____

Individual or Organization

By: _____
Signature

Its: _____
Title